

STATE OF WASHINGTON
OFFICE OF THE ADMINISTRATOR FOR THE COURTS
1206 Quince Street SE
Post Office Box 41170
Olympia, Washington 98504-1170

REQUEST FOR PROPOSALS

RFP- 02061

CAPS Build Project

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1 PURPOSE

The Office of the Administrator for the Courts (OAC) is initiating this Request for Proposals (RFP) to solicit responses from firms or other independent contractors (vendor) interested in undertaking a project to build the Courts Automated Proceedings Scheduling (CAPS) system based on a design produced in an earlier phase.

The OAC has the design documents completed for the development of a web based CAPS system. This project will produce a completed scheduling system to be used by the Superior Courts.

The scope of this effort is to build the scheduling system that will be used by Superior Court Information System (SCOMIS) users and will be integrated with the SCOMIS application. CAPS will be the basis for a cross-court calendaring module in a new web-based case management system replacing all existing legacy case management systems, even though the version specified in this contract includes only the superior courts and the legacy case management system.

OAC is committed to a Java 2 Enterprise Edition (J2EE) architecture in general and Enterprise Java Beans (EJBs) in particular for all new applications.

The CAPS design includes significant explicit reuse of calendaring modules from the Appellate Court Records and Data System (ACORDS) application and the successful vendor will be expected to follow through on that premise.

Throughout this document, references are made to external supporting documents. These supporting documents can be linked to from the web page for this RFP: www.courts.wa.gov/procure

Please note that there will be a vendors conference for the purpose of answering questions about this RFP. See the RFP Schedule, section 6.2 for the conference specifics.

2 CURRENT ENVIRONMENT

OAC provides support services to state, county, and city courts throughout the state including the Supreme Court, Court of Appeals, Superior Courts, and Courts of Limited Jurisdiction (District and Municipal Courts). The OAC's Information Systems Division (ISD) is responsible for development and

maintenance of computer applications. ISD is focusing new application development efforts on creating Java-based Web-enabled applications.

For development and production hardware specifications, refer to the OAC Application Architectural Standards - Hardware Standards: www.courts.wa.gov/procure/vendorinfo

For software/design/architecture specifications, refer to the OAC Application Architectural Standards - Software Standards: www.courts.wa.gov/procure/vendorinfo

The following specifications override any statements to the contrary in the Applications Architectural Standards document:

IBM's Websphere application server is used to run all OAC enterprise applications.

IBM's Visual Age for Java is the IDE used to develop code. All code generated must be compatible with Visual Age for Java.

3 SERVICES REQUIRED

OAC is seeking a vendor to:

- Build the CAPS application based on the design identified in the [CAPS Project Build Package](#).
- Convert legacy system scheduling data for use in the new CAPS application.

4 ROLES/EXPERIENCE REQUIRED

4.1 Vendor Roles

The following roles will need to be filled by the vendor (multiple roles may be filled by one person):

- Project Manager (PM)
Work with the OAC project manager to establish the project deliverables, create the project schedules, make work assignments, manage the budget, coordinate with the project stakeholders and deliver a product that satisfies the real needs of OAC's clients.
- Designer (architect)
The role of the designer is to create the blueprint for the programmers to

follow. Included is the analysis to define the navigation, screen processing, validation, logic flow, data design, data access, etc.

- **Programmer(s)**
The role of the programmer is to create the application logic as defined in the design specifications.
- **GUI Designer**
The role of the GUI Designer is to create the user interface that provides the best visual presentation of information and screen navigation in a manner that is consistent with the standards adopted.
- **Tester**
The role of the tester is to validate the application to insure that it includes all the functions defined in the Requirements/Use-Cases and that the functionality works as expected. The understanding of the testing methodology defined and use of testing tools is mandatory.
- **Configuration Manager**
This role is responsible for providing the application development infrastructure and tracking the project work products. This role will have to have an excellent knowledge of the current tool set in use by the developers, and they will be particularly knowledgeable in and responsible for the configuration management tool.
- **Librarian**
A librarian oversees the activities of entering, storing, retrieving and removing code. The librarian's first task is to keep unsuitable code from entering the library. The only classes that the librarian should allow in are classes that are consistent, non-redundant, tested and documented. Once in, they should be easy to identify and use.
- **Mentor**
For the life of the project, at least one individual will be available at OAC, during OAC normal business hours (8am - 5pm), at least 8 hours per week to provide one-on-one guidance to OAC staff regarding how CAPS is being architected and constructed.

4.2 OAC Roles

- **OAC Staff**
OAC will provide up to two staff to work with the mentor and to answer business and technical questions. At least one of these staff will have strong background knowledge regarding CAPS and its business processes.

4.3 Technical Skills

The vendor should clearly demonstrate the team's experience in the following required set of **technical skills**:

- Experience in iterative application development methodologies;
- Experience creating and maintaining Use Case Models;
- Experience creating and maintaining a Class Diagram;
- Experience creating Java applications that utilize Enterprise Java Beans (EJB), applets, and Java Server Pages (JSPs).;
- Implementing Enterprise Java Beans with IBM's Websphere;
- Experience in performance tuning of (EJBs), Java Data Base Connection (JDBC), and Java applications in a high transaction volume environment;
- IBM's DB2

4.4 Business Function Skills

The vendor should clearly demonstrate the team's experience in the following **business function** areas:

- Automating court processes;
- Automating court proceeding scheduling;

The vendor must clearly describe team's experience in building an application that follows the five-tier architecture described in the CAPS Design Architecture Model.

5 PROJECT DELIVERABLES

5.1 Supporting Documents and Information

The following link provides supporting information that may prove helpful in understanding the scope, requirements, and prerequisites of the project.

www.courts.wa.gov/procure/capsdesign/support.cfm

Included on this support page are:

- CAPS Project Build Package
The set of design documentation created for this build phase of the project.
- The Court Automated Proceedings System Requirements Statement
A set of requirements that may be used to provide insight regarding the scope of the anticipated final product.
- OAC Architectural Standards documentation
Standards set by OAC, for OAC development - including architectural, GUI, and other standards.
- OAC Software Development Process (SDP)
The development process for OAC projects is described in the OAC development methodology links. OAC's methodology strives to achieve the standard Software Engineering Institute (SEI) level 2 process.

5.2 Timeline and Payment Schedule

Payment for a deliverable will be made when all completion criteria (see Section 5.4) for the items involved in the deliverable have been satisfied.

PROJECT START

Deliverable description	Deliverable Date	Percent of Cost
Project Plan - referenced in section 5.4.01	12/07/01	2%
Detail plan/description for integration with legacy system	12/21/01	3%
Initial prototype review of <u>ALL</u> CAPS windows w/subcommittee	1/11/02	5%

BUILD PHASE

Each of the following iterations will follow the processes outlined in sections 4 and 6 of OAC's Software Development Process (SDP). During the iterations, the following expectations are in place:

- All prototype reviews will take place using modules resident on OAC's servers.
- No more than 1 month will elapse without updating all documentation and code at OAC.

The following expectations are in place for completion of each iteration:

- All documentation will reside in OAC's project directory.
- All source code will reside in OAC's repository.
- All deployed code will reside on OAC's Development server and will have been migrated to OAC's Test server.

Iteration 1	2/15/02	11%
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All phase 1 items in sections: 1.1 Record Initial Request for Court Time 2.1 Record the requirements...to set the proceeding date,		
Iteration 2 All phase 1 items in sections: 7.1 Determine Calendar Display requirements 7.2 Print/Display Calendar(s) Rework in prior iterations is complete.	3/15/02	11%
Iteration 3 All phase 1 items in sections: 5.1 Determine Proceeding Notification Process 5.2 Prepare and Record Participant Notices Rework in prior iterations is complete.	4/12/02	11%
Iteration 4 All phase 1 items in sections: 3.1 Establish/maint Judicial resource Schedule Availability. 6.1 Continue/Cancel/Strike/Confirm Assigned Court Date 9.2 Record Proceeding Outcome Rework in prior iterations is complete.	5/31/02	16%
Iteration 5 All phase 1 items in section: 10.1 Utilize Management Reports Rework in prior iterations is complete.	6/31/02	11%
Iteration 6 All phase 1 items in sections: 4.1 Match Reqmnts requested... and assign case to schedule 1.2 Validate Request for Court Time Rework in prior iterations is complete. Data conversion effort is complete - application tested using converted data.	7/31/02	10%

TRANSITION PHASE

This set of deliverables is outlined in sections 5 and 6 of OAC's Software Development Process (SDP).

Note that step 5.4 (pilot testing) is not optional, as stated in the SDP. A pilot user test is required. This pilot test will be conducted using converted data from the legacy system.

Pilot test - users successfully create calendars using production data. Vendor is at the court during this time.	8/16/02 9/15/02	-	10%
Final turnover of application	9/16/02 9/30/02	-	5%
Warranty period - This amount will be paid 60 calendar days after final turnover, assuming there are no outstanding defects in the	10/1/01 11/30/01	-	5%

corresponding deliverables.		
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5.3 Budget

OAC has engaged in some preliminary research to determine an approximate budget for this project. A maximum budget of \$2,200,000 is available for this project. Bids in excess of this amount will be considered non-compliant.

5.4 Deliverables and Payment Schedule

5.4.01 Project plan

A detail project plan is to be delivered no more than two weeks after work commences. In accord with the Payment Schedule identified in the RFP response, this project plan is to identify:

- all individuals that will participate on the project,
- the milestone deliverables and milestone dates,
- payment dates and deliverables associated with each payment, and
- expected prototype release dates where users will be expected to review the application.

COMPLETION CRITERIA: The project plan will be delivered to and reviewed with OAC project manager. The plan will be considered complete when the OAC PM accepts that the plan will meet the required schedule and appears to be feasible.

5.4.02 Legacy Integration

No more than four weeks after work commences, the vendor must present a proposal describing in detail how the newly constructed CAPS modules will communicate with legacy functionality. CAPS needs to communicate directly with the docket in the legacy SCOMIS system. Various solutions have been discussed, but nothing finalized.

The types of solutions that have been considered include:

- hot key between systems with database support to pass information back and forth;
- GUI wrap the legacy front end to allow direct object to object communication; and
- Rewrite the calendar portion of the docket to function in the same environment as CAPS - the calendaring functionality would be removed from the legacy system docketing.

COMPLETION CRITERIA: The integration plan will be delivered to and reviewed with OAC Project Manager. The plan will be considered complete when the OAC PM agrees with the approach and will support any necessary legacy system changes, third party software installations, etc.

If OAC needs to purchase third party software for this integration solution, the vendor will supply the necessary specifications for the software and OAC will purchase the software via the normal OAC procurement process. The cost of purchasing any such software will be subtracted from the contract fixed price and prorated across all the deliverables.

5.4.03 Application

The application will be constructed in accordance with all standards listed in the OAC Architectural Standards document that can be found on the OAC Vendor Information internet page (www.courts.wa.gov/procure/vendorinfo).

COMPLETION CRITERIA: Before modules are turned over to OAC, they will be reviewed by mentor with OAC staff. OAC staff and OAC PM agree that the modules meet OAC Standards.

5.4.04 Deliverable Documentation

Deliverable documentation for this project shall consist of:

Updates (as needed) to these previously developed documents
Vision Document
Risk List (including its review and revision)
Stakeholder's Needs
Business Case
Use Case Model
Glossary (for Design Plan terminology)
Inception Prototype
Staffing Plan
Architecture Model
Architectural Reuse Plan
Data Dictionary
Impact Analysis
User Interface Storyboard
User-Interface Reuse Plan
Architecture Prototype Plan
Architecture Model

System Design (should include:
<ul style="list-style-type: none"> • an object model that defines the classes to be built for the application; and, • a database design for the application.)
Class Design (currently included with the System Design)
New documents
Project Plan (For build project)
Test Plan
User Materials
Statement of Readiness
Iteration Plan
Transition Plan
Defect List

The first iteration of phases 1 through 3 (Inception, Elaboration, and Architecture) in the Software Development Process have been completed. See the Software Development Process on www.courts.wa.gov/procure/capsbuild/support.cfm for more details regarding the methodology and deliverables.

COMPLETION CRITERIA: Documents will be delivered to and reviewed with OAC Project Manager. OAC PM will be satisfied with content of documents.

5.4.05 Application Reuse

The ACORDS application has basic calendaring functionality already built. The modules that implement this basic functionality are to be reused for CAPS. The CAPS project will add to the appropriate libraries (ACORDS/CAPS/etc) to implement the additional functionality needed for CAPS. Additionally, design, object and data structure reuse of ACORDS, JABS, and LECS, where appropriate, is expected. Development of duplicate objects and data structures must be justified by the vendor and approved by OAC.

Common program modules, such as 'Token Generator' will be reused.

Reviews will be conducted with OAC staff to demonstrate how and what modules are being reused.

COMPLETION CRITERIA: OAC staff and PM will be satisfied that, where the requirements match, the modules used in ACORDS, JABS, and LECS are also used in CAPS.

5.4.06 Application Code

The application code must be stored in OAC's configuration management tool repository and must be accessible via Visual Age.

COMPLETION CRITERIA: At the time any module is turned over to OAC, it will be checked into the OAC configuration management tool. OAC's configuration management process will be used to move modules beyond the development environment.

5.4.07 Data Conversion

Scheduling data exists in the legacy data for the SCOMIS users. Existing data for future proceedings must be converted to be usable by CAPS. Conversion of past proceeding data is not necessary.

COMPLETION CRITERIA: Users will be satisfied, during testing, that their converted data is accurate.

5.4.08 Implementation Support

The vendor will be available to go on-site with the Pilot Test court(s) for the duration of the pilot test.

COMPLETION CRITERIA: Usability issues, defects, etc, will be resolved by vendor with first hand knowledge of what the issue is.

5.4.09 Final Turnover

All deliverables will be declared complete and will be resident at OAC.

COMPLETION CRITERIA: To the best knowledge of both parties, there will be no outstanding defects in the application.

5.4.10 Warranty Period

After final turnover, the vendor will commit to fixing defects that arise during the warranty period.

COMPLETION CRITERIA: The vendor will fix all system defects that are identified within 60 days of final turnover. The vendor and OAC PM will agree on identification of defects versus changes.

5.4.11 Status Reports

Weekly status reports will be delivered to the OAC Project Manager. A monthly status presentation will be provided in conjunction with a meeting that will include at least the vendor's project lead/manager

and the OAC Project Manager. These reports will tie directly to the project plan and will cover:

- task completion,
- unexpected tasks,
- changes to any deliverable dates/costs, and
- changes to any user involvement dates

COMPLETION CRITERIA: Status reports will be delivered to and reviewed with OAC Project Manager. Any deviations from the project plan will be identified. Necessary changes to the project plan will be made and presented to the OAC PM within one week.

5.4.12 Additional Completion Criteria

- All requirements identified in the CAPS Requirements Document, Appendix A, phase I, will be built, tested, and turned over to OAC.
- All modules to be turned over will be reviewed by the mentor with OAC staff.
- Users will be able to successfully create calendars using production data.

6 RFP ADMINISTRATION AND INSTRUCTIONS TO VENDORS

6.1 RFP Coordinator

Upon release of this RFP, all vendor communications concerning this acquisition must be directed to the RFP Coordinator listed below. Unauthorized contact regarding the RFP with other state employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on OAC. Only written statements issued by the RFP Coordinator may be relied upon.

Randy McKown, RFP Coordinator
Office of the Administrator for the Courts
1206 Quince Street SE
P. O. Box 41170
Olympia, WA 98504-1170
E-mail: randy.mckown@courts.wa.gov
Telephone: (360) 705-5245
FAX: (360) 586-8869

6.2 RFP Schedule:

RFP released	September 17, 2001
Vendors conference to ask questions, 9:30 - 11:30 AM.....	October 3, 2001
Written questions received by 8:00 AM	October 8, 2001
Responses to questions posted on internet	October 10, 2001
Proposals due no later than 12 Noon Pacific Time	October 19, 2001
Evaluation period	October 22 - 26, 2001
Successful vendors announced	October 29, 2001
Protest period.....	October 30 - November 2, 2001
Contract executed.....	November 5, 2001
Work commences	November 26, 2001

6.3 Questions

Specific questions concerning the RFP should be submitted to the RFP Coordinator in writing by fax, email or hand delivery no later than the listed date in the RFP Schedule.

Questions will not be accepted beyond this date. Responses will be posted to the CAPS internet site (<http://www.courts.wa.gov/procure/>) no later than the date listed in the RFP Schedule.

Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

6.4 Pre-Proposal Vendors Conference

An optional pre-proposal vendors conference for all participating vendors will be held as scheduled in Section 6.2. The conference will be held at the OAC Conference Room 1A located at 1206 Quince Street SE, Olympia, WA.

Specific questions concerning the RFP may be submitted to the RFP Coordinator in writing prior to the conference. Additional questions will be entertained at the conference; however, responses may be deferred and provided at a later date. See the RFP Schedule for the timing of post-conference written questions and posted responses. Copies of all written questions and OAC's responses will be posted on OAC's Internet site. Only written responses will be considered official.

6.5 Proposal Format

Vendors must submit their proposals electronically either on a CD (5 copies needed) or via email. The response must be entirely self-

contained, for example, there must not be any links to web pages or other documents which are not contained in the delivered package. Additionally, five (5) paper copies of the proposal would be helpful for the evaluation, but are not required. If submitted, the paper copies should be on standard 8-1/2 by 11 inch paper.

Each document contained in the electronically submitted response must be in one of the following formats: Word, PDF, or HTML. All documents are not required to be in the same format.

6.6 Proposal Requirements and Content

Vendors must respond to each question/requirement contained in Exhibit A, Vendor Proposal.

6.7 Proposal Date and Location

The vendor's proposal, in its entirety, must be received by the RFP Coordinator in Olympia, Washington, in accordance with the schedule contained in Subsection 6.2 above. Late proposals will not be accepted and will be automatically disqualified from further consideration. For email submissions, the "receive date/time" posted by the RFP Coordinator's email system will be used as the official time stamp.

Vendors assume the risk of the method of dispatch chosen. The OAC assumes no responsibility for delays caused by the U.S. Postal Service, state mail delivery systems, network problems, or any other party. Postmarking by the due date will not substitute for actual receipt. Late proposals will not be accepted, nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission.

6.8 Costs of Preparing Proposals

The OAC will not pay any vendor costs associated with preparing proposals, submitted in response to this RFP.

6.9 Proposals Property of the OAC

All proposals, accompanying documentation and other materials submitted in response to this RFP shall become the property of the OAC and will not be returned.

6.10 Proprietary Information/Public Disclosure

All proposals received shall remain confidential until the evaluation is completed and the vendor is selected and approved. Thereafter proposals shall be deemed public records. Confidentiality requests will not be honored.

6.11 RFP Amendments/Cancellation/Reissue/Reopen

The OAC reserves the right to change the RFP Schedule or issue amendments to this RFP at any time. The OAC also reserves the right to cancel or reissue the RFP. Changes which occur prior to the RFP submittal due date will be posted on OAC's procurement website.

6.12 Minor Administrative Irregularities

The OAC reserves the right to waive minor administrative irregularities contained in any response.

6.13 Inability to Enter Contract:

The OAC reserves the right to eliminate from further consideration any vendor that the OAC, because of legal or other considerations, is unable to contract with at the time responses are due in accordance with the RFP schedule.

6.14 No Obligation to Enter a Contract

The release of this RFP does not compel the OAC to enter any contract.

The OAC reserves the right to refrain from contracting with any vendor that has responded to this RFP whether or not the vendor's proposal has been evaluated and whether or not the vendor has been determined to be qualified. Exercise of this reserved right does not affect the OAC's right to contract with any other vendor.

The OAC reserves the right to request an interview with any vendor who is a prospective contractor prior to entering a contract with that vendor. If a vendor declines the request for an interview for any reason, the vendor will be eliminated from further consideration.

6.15 Multiple Contracts

The OAC reserves the right to enter contracts with more than one vendor as a result of this RFP.

6.16 Non-Endorsement

The selection of a vendor pursuant to this RFP does not constitute an endorsement of the vendor's services. The vendor agrees to make no reference to the OAC in any literature, promotional material, brochures, sales presentations, or the like without the express written consent of the OAC.

6.17 Contract Payment Limitations

The Washington State Constitution provides that the state of Washington shall make no advanced payment for goods or services. Therefore, the vendor should anticipate payment at the end rather than the beginning of the invoice period in which it submits any services for which a payment is due. Invoices should be submitted no more often than monthly.

7 RFP EVALUATION:

- 7.1 An OAC Evaluation Team (Team) of at least three (3) persons will evaluate the responses to this RFP. In the evaluation, the Team will review the qualifications of the individuals proposed by the vendor to provide the required services, references of the vendor and individuals, and the cost quoted. The Team may also consider past contract performance and check references beyond those listed in the vendor's proposal.
- 7.2 As part of the evaluation process, at the discretion of the Team, vendors may be asked to clarify specific points in their proposal. However, under no circumstances will the vendor be allowed to make changes to the proposal.
- 7.3 The Team may request an interview with the vendor that scores the highest. The Team may also request interviews with the individuals proposed by that vendor. If a vendor or individual declines the request for an interview for any reason, the vendor may be eliminated from further consideration.

7.4 Proposals will be scored as follows:

Criteria (Appendix A items)	Maximum Points	Weighted Points
Responses 1 - 11 in Appendix A	pass/ fail	Must pass to be selected
Experience of the team to be assigned to this project in general court process knowledge – measured by prior work with court systems	13	(Proposal Points/ Highest Points) X Maximum Points
Experience of the team to be assigned to this project in court Business Function Skills – measured by prior work.	14	(Proposal Points/ Highest Points) X Maximum Points
Technical Skills experience of the team to be assigned to this project	19	(Proposal Points/ Highest Points) X Maximum Points
Experience of the team to be assigned to this project in creation of web based applications using OAC's defined 5-tier architecture.	19	(Proposal Points/ Highest Points) X Maximum Points
Experience of the team to be assigned to this project in working with OAC's standard hardware and system software.	10	(Proposal Points/ Highest Points) X Maximum Points
Payment schedule complete with dates and costs.	10	(Proposal Points/ Highest Points) X Maximum Points
Agreement with OAC's contract terms as listed in this RFP.	5	(Proposal Points/ Highest Points) X Maximum Points
Cost	10	(Lowest Cost/ Proposal Cost) X Maximum Points

8 POST EVALUATION

8.1 Notification of Selection of Apparently Successful Vendors

Vendors whose responses have not been selected for further negotiations or award will be notified via fax or e-mail. Failure to include a fax number or e-mail address may result in no notification.

8.2 Debriefing of Unsuccessful Vendors

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the notification to unsuccessful vendors is faxed or e-mailed to vendors. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to critique of the requesting vendor's response. Comparisons between responses or evaluations of other responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone, at the discretion of the RFP Coordinator, and will be scheduled for a maximum of one (1) hour.

8.3 Protest Procedures

Vendors submitting a protest to this procurement shall follow the procedures described herein. Protests of vendors that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to the vendor under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, or a conflict of interest, or non-compliance with procedures described in the procurement document shall be considered. Protests not based on procedural matters will not be considered.

In the event a protest may affect the interest of any other vendor, such vendor(s) will be given an opportunity to submit their views and any relevant information on the protest to the RFP Coordinator.

Upon receipt of a protest, a protest review will be held by the OAC to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to insure that procedures described in the procurement document were followed, all requirements were met, and all vendors were treated equally and fairly.

Protests shall not be accepted prior to selection of the apparently successful vendor. Protests must be received within two (2) business days from the date of the notification of the apparently successful vendor. The Administrator or her delegate will then consider all the information available to her/him and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay. No contracts will be entered into until such written decision is issued.

8.4 General Terms and Conditions

The vendor selected will be expected to enter into a contract with OAC which is substantially the same as the contract attached as Exhibit B, including OAC's General Terms and Conditions. Vendors may indicate which clauses it wishes to negotiate and the suggested language for selected clauses. In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFP. The degree to which a vendor is willing to accept OAC's contract will be considered in the evaluation of this RFP. If OAC and the Apparently Successful Vendor are unable to come to an agreement on the terms of the contract within three days, OAC may begin negotiations with another vendor.

STATE OF WASHINGTON
REQUEST FOR PROPOSALS

APPLICATIONS DEVELOPMENT PROJECT SUPPORT

RFP-02061

EXHIBIT A -- VENDOR RESPONSE

Vendors must provide the information below.

1. Vendor Name.
2. Contact name, address, telephone number, e-mail address and fax number.
3. Describe the legal status of vendor, e.g., corporation, sole proprietor, etc.
4. Provide the vendor's Federal Tax Identification Number (TIN) or Social Security Number (SSN) and vendor's Uniform Business Identifier (UBI) number. Information about the UBI can be obtained by calling the Washington State Department of Licensing, or by visiting its website at: <http://www.wa.gov/dol/bpd/ubiproq.htm>.
5. Provide a statement that the price quoted in the attached response constitutes a firm offer valid for sixty (60) days following receipt and that the OAC may accept any time within the 60-day period.
6. Provide a statement that no assistance in preparing the response was received from any current or former employee of the state of Washington whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP.
7. State if the vendor or any employee of the vendor is related by blood or marriage to an OAC employee or resides with an OAC employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the vendor's organization of such vendor employees.
8. State whether any of the individuals to perform work on the contract is a current state employee or a former state employee during the past two years. State the employing state agency, individual's title at that state agency, and termination date.

9. State the case number and party names of all litigation the vendor has been named in, filed since January 1, 1997. Vendor may omit any employment related cases. It is not sufficient to state that litigation has no effect on this procurement. FAILURE TO DISCLOSE will result in disqualification of the vendor and, if applicable, may be grounds for termination of any contract entered with the vendor.

10. State the names of the individuals that will work on the team, the roles they will fill (see Section 4 for required roles), and their resumes.

11. Vendor References:

The vendor must provide a minimum of three (3) non-vendor owned customer references, all of which must be able to reference successfully completed OO development applications. For each reference the vendor must include:

Company name and address.

Name, title, and telephone number of contact.

Description of services provided.

12. Describe the general court process knowledge of the team that will work on this project.

13. Describe the Technical Skills (as identified in Section 4.3) of the team that will work on this project.

14. Describe the experience automating Business Function Skills (as identified in Section 4.4) of the team that will work on this project.

15. Describe a web-based application, developed by the team that will work on this project, that utilizes the 5-tier architecture described in the CAPS Design Architecture Model. List the members of the team that participated in this web application project.

16. OAC has an architecture defined for building new applications. At a high level, architecture in this context is defined as: Windows NT (OS 390 when that platform is operational), servlets, JSPs, applets (using RMI), browser clients, and a DB2 database. Proposals with architectures differing from that defined in the OAC Architectural Standards will be considered non-compliant.

State agreement to develop and implement within this environment.

Describe the experience, working in this environment, of team that will work on this project.

17. Payment Schedule

Provide a deliverable/payment schedule, for this project, that:

- Describes each deliverable;
- Estimates the cost of each deliverable

The deliverable schedule shown in Section 5.2 allows for project completion by September, 2002. The vendor must either acknowledge that this schedule appears reasonable or supply a separate schedule that clearly shows project completion via an iterative process, by September, 2002.

18. State the total fixed cost to OAC of the completed CAPS application. Note that OAC will not provide reimbursement for any expenses incurred in the performance of this contract and vendor will be expected to provide all tools necessary for the performance of this contract including equipment and software applications. Also note that OAC will not reimburse contractors for any out-of-pocket expenses, including travel costs.

OAC's expectation is that the vendor will provide their own work site for the majority of the project work.

19. Provide alternative suggestive language for each clause in OAC's contract that the Vendor wishes to negotiate. Negotiations will be limited to these clauses.

EXHIBIT B -- CONTRACT

**STATE OF WASHINGTON
OFFICE OF THE ADMINISTRATOR FOR THE COURTS
1206 Quince Street Southeast
PO Box 41170
Olympia, Washington 98504-1170**

**PERSONAL SERVICES CONTRACT
PSC-_____**

THIS CONTRACT is entered into by and between the Office of the Administrator for the Courts ("OAC") and _____ ("Contractor"). The Contractor's address is _____.

PURPOSE: The purpose of this contract is to secure the services of _____ to create an object design for a court based proceeding scheduling system.

WHEREAS, the OAC solicited responses in its Request For Proposals, RFP-02061, and Contractor's response was selected based upon technical merit and cost.

IN CONSIDERATION of the mutual promises and understandings contained in this contract, the Contractor and OAC agree as follows:

1. STATEMENT OF WORK:

Contractor will provide the services of those individuals listed in its proposal to perform the services listed in RFP-02061 and Contractor's proposal.

2. PERIOD OF PERFORMANCE: The period of performance under this Contract shall be from the date approved by the Office of Financial Management or the date of the last party to executed, whichever is later through September 30, 2002, unless extended or sooner terminated as provided herein.

3. COMPENSATION:

a. Payments to the Contractor shall not exceed a total of \$_____ for services rendered under this contract. Payments will be made in accordance with the following schedule and after the acceptance criteria has been met:

{insert schedule here based upon RFP and proposal}

Contractor will not be reimbursed for any expenses incurred in the performance of this contract.

- b. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to Randy McKown by the Contractor not more often than monthly.
- c. Payment will be considered timely if made by the OAC within 30 days of invoice receipt. Late payments will accrue interest at the statutory rate.

4. SECURITY PROCEDURES:

- a. The Contractor's employees completing work under this contract will be issued security badges by OAC. Each Contractor's employee must show his or her security badge to the OAC Receptionist upon entry to the building and must display the security badge at all times when the Contractor's employee is in the building.
- b. If the Contractor's employee does not have his or her security badge available when entering the building, the Contractor's employee must sign-in at the Receptionist's Desk and will be required to follow the OAC's standard security procedures while in the building.
- c. If the Contractor's employee requires access to the building at times other than normal business hours, the Contractor must make arrangements with the OAC Manager for whom the Contractor is providing services for entry and exit from the building. An entry/exit card key will not be issued to the Contractor's employee without the express written authorization of the Director of the Division for whom the Contractor is providing services.

- 5. CONFIDENTIALITY AND OWNERSHIP AGREEMENT:** Contractor will have all of its employees and subcontractors who perform work on this Contract sign and return the Confidentiality and Ownership Agreement contained in Exhibit B, attached and incorporated herein by reference.

- 6. RIGHTS AND OBLIGATIONS:** All rights and obligations of the parties to this Contract will be subject to and governed by the terms of this contract; General Terms and Conditions attached as Exhibit A; Confidentiality and Ownership Agreement attached as Exhibit B; the solicitation document RFP-02061; and the Contractor's response to RFP-02061; all of which are incorporated by reference as part of this contract.

In the event of an inconsistency in this contract, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B -- Confidentiality and Ownership Agreement
- RFP-02061
- Contractor's response to RFP-02061
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

7. **COUNTERPARTS:** This contract may be executed in multiple copies, and each copy shall be considered an original copy of this contract by each party for all purposes.
8. **ENTIRE AGREEMENT:** This contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

AGREED:

OFFICE OF THE ADMINISTRATOR
FOR THE COURTS

CONTRACTOR

Tom Clarke, ISD Director

STATE OF WASHINGTON
OFFICE OF THE ADMINISTRATOR FOR THE COURTS
1206 Quince Street Southeast
PO Box 41170
Olympia, Washington 98504-1170

PERSONAL SERVICES CONTRACT
PSC-xxxx-xxx

GENERAL TERMS AND CONDITIONS

DEFINITIONS: As used throughout this contract, the following terms shall have the meanings set forth below:

- A. "OAC" shall mean the Office of the Administrator for the Courts of the state of Washington, any division, section, office, unit or other entity of the OAC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the OAC.
- B. "Contracting Officer" shall mean Mary C. McQueen, Administrator for the Courts and/or her delegates within the OAC authorized in writing to act in her behalf.
- C. "Contractor" shall mean that individual or other entity performing services under this contract and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor.
- E. "Property" shall mean any tangible work products, other physical assets, or intellectual property fixed in a tangible medium of expression.

ADVANCE PAYMENTS PROHIBITED: No payment in advance or in anticipation of services to be provided under this contract shall be made by the OAC.

ACCESS TO DATA: In compliance with Chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to OAC, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, recommendations of the Contractor's reports, including computer models and methodology for those models.

CHANGES AND MODIFICATIONS: Any change or modification to this contract must be in writing and signed by both parties. This includes any change orders.

COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an

EXHIBIT B
(Contract Exhibit B)

agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for purposes of securing business. The OAC shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

CONFLICT OF INTEREST: The OAC may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the OAC that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, the OAC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the OAC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

FAILURE TO PERFORM: If the Contractor fails to perform any substantial obligation under this Contract or any Statement of Work, OAC shall give the Contractor written notice of such failure to perform. If, after fifteen (15) calendar days from the date of the written notice, the vendor still has not performed, then OAC may withhold all monies due and payable to the Contractor, without penalty to OAC, until such failure to perform is cured or otherwise resolved.

GOVERNING LAW: This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

INDEMNIFICATION: The Contractor shall defend, protect, and hold harmless the state of Washington, the OAC, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or tradename through use or reproduction of material of any kind.

INDEPENDENT CAPACITY OF THE CONTRACTOR: The Contractor and his or her employees or agents performing under this contract are not employees or agents of OAC. The Contractor will not hold himself/herself out to be an officer or employee of OAC or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 28B.16 RCW or Chapter 41.06 RCW or which would accrue to an employee of the Judicial Branch specifically exempted by Chapter 41.06 RCW.

INDUSTRIAL INSURANCE COVERAGE: Prior to performing work under this agreement, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance or fail to pay premiums, as may be required under Title 51 RCW, the OAC may deduct the amount of premiums and any penalties owing from the amounts payable to the Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the OAC.

The OAC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any Subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the OAC and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

TREATMENT OF ASSETS: Title to all property furnished by the OAC shall remain in the OAC. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the OAC upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the OAC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the OAC in whole or in part, whichever first occurs.

Any property of the OAC furnished to the Contractor shall, unless otherwise provided herein or approved by the OAC, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the OAC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any OAC property, the Contractor shall notify the OAC thereof and shall take all reasonable steps to protect that property from further damage.

EXHIBIT B
(Contract Exhibit B)

The Contractor shall surrender to the OAC all property of the OAC prior to settlement upon completion, termination or cancellation of this contract.

LIMITATION OF AUTHORITY: Only the Contracting Officer or her delegates (delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the OAC. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer or her delegate.

NONASSIGNABILITY: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.

NONDISCRIMINATION: During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS: In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the OAC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

REGISTRATION WITH DEPARTMENT OF REVENUE: The Contractor shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

LICENSING, ACCREDITATION AND REGISTRATION: The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

RIGHTS IN DATA: Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the OAC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this contract include material not included within the definition of "works for hire," the Contractor hereby assigns such rights to the OAC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the OAC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall advise the OAC, at the time of

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delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The OAC shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The OAC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

RECORDS, DOCUMENTS, AND REPORTS: The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the OAC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized this provision.

RIGHT OF INSPECTION: The Contractor shall provide right of access to its facilities to the OAC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAFEGUARDING OF INFORMATION: The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the OAC or the Court for any purpose not directly connected with the administration of the OAC's, the Court's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the OAC or the Court.

SAVINGS: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the OAC may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

SEVERABILITY: If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING: Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the OAC.

TERMINATION:

EXHIBIT B
(Contract Exhibit B)

- A. **Termination for Default:** If either the OAC or the Contractor violates any material term or condition of this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The other responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party.

In the event of termination of this Contract by OAC, OAC shall have the rights to procure the services that are the subject of this Contract on the open market and the Contractor shall be liable for all damages up to the maximum compensation payable under this Contract, including, but not limited to (1) the cost difference between the original contract price for the services and the replacement costs of such services acquired from another contractor; (2) if applicable, all competitive bidding, mailing, advertising and staff time; and (3) any other costs to the OAC resulting from the Contractor's breach. OAC shall have the right to deduct from any monies due to the Contractor, or that thereafter become due, an amount for damages that the Contractor will owe OAC for the Contractor's default.

If it is determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

- B. **Termination for Convenience:** Except as otherwise provided in this contract, the OAC may terminate this contract by providing written notice of such termination to the Contractor, specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the OAC shall be liable only for payment for services rendered prior to the effective date of termination.

TERMINATION PROCEDURE: Upon termination of this contract, the OAC, in addition to any other rights provided in this contract, shall require the Contractor to deliver to the OAC any property specifically produced or acquired for the performance of such part of the contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The OAC shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the OAC, and the amount agreed upon by the Contractor and the OAC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the OAC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Contracting Officer shall determine the extent of liability of the OAC. The OAC may withhold from any amounts due the Contractor such sum as the OAC determines to be necessary to protect the OAC against potential loss or liability.

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The rights and remedies of the OAC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the OAC, the Contractor shall:

- A. Stop work under this contract on the date and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- C. Assign to the OAC, in the manner, at the times, and to the extent directed by the OAC, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the OAC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the OAC to the extent the Contracting Officer may require, which approval or ratification shall be final for all purposes of this clause;
- E. Transfer title to the OAC and deliver in the manner, at the times, and to the extent directed by the OAC any property which, if the contract had been completed, would have been required to be furnished to the OAC;
- F. Complete performance of such part of work as shall not have been terminated by the OAC; and
- G. Take such actions as may be necessary, or as the OAC may direct, for the protection and preservation of the property related to this contract which is in possession of the Contractor and in which the OAC has or may acquire an interest.

WAIVER: Waiver of any default of any term or condition of this contract shall not be deemed to be a waiver of any other prior or subsequent default. Waiver of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this contract unless stated to be such in writing, signed by the Contracting Officer and attached to the original contract.

AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35: The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

EXHIBIT B
(Contract Exhibit B)

PUBLICITY: The Contractor agrees to submit to the OAC all advertising and publicity matters relating to this contract which OAC's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of OAC.

FORMAT OF REPORTS AND OTHER PUBLICATIONS: All reports and other publications shall be submitted in the OAC-approved format as defined in the style guide section of the OAC Publication Guidelines. The OAC Publication Guidelines may be obtained by contacting the Support Services Manager.

PERSONALITY RIGHTS: Contractor grants OAC the rights to use Contractor's name and to use the voice, photograph or other likeness of Contractor's employees or subcontractors in conjunction with services provided under this Agreement.

PRIVACY PROTECTION: Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

OAC reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by OAC. Salting is the act of placing a record containing unique but false information into a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless OAC for any damages related to Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

**WASHINGTON STATE
OFFICE OF THE ADMINISTRATOR FOR THE COURTS
CONFIDENTIALITY AND OWNERSHIP AGREEMENT**

1. I acknowledge that in the course of performing work for the Office of the Administrator for the Courts (OAC) that I may have access to confidential information (Information) proprietary to OAC or to third parties. The Information may include, without limitation, software and related documentation, private details about individuals, or business methods of OAC. I agree to treat the Information as the valuable confidential property of OAC, providing access only to those individuals who have signed a Confidentiality and Ownership Agreement and with a need to know for the purposes of performing work for OAC. I agree to use the Information only as necessary to perform work for OAC. I agree to return all Information that I possess upon termination of my work for OAC or upon OAC's request.
2. I agree to hold in confidence information and materials (Work Information), if any, developed for OAC. All Work Information shall remain the property of OAC and shall be returned to OAC promptly upon termination of my work for OAC.
3. I recognize the disclosure of the Information or Work Information by myself or any other person may give rise to irreparable injury to OAC, inadequately compensable in damages and that, accordingly, hereby consent to OAC obtaining injunctive relief as well as any other legal remedies which may be available. OAC shall also have the right to terminate my work immediately, without penalty, for any such breach.
4. I agree that any developments made by myself or under my direction for OAC shall be considered "works made for hire" under the copyright laws of the United States and shall be the sole and exclusive property of OAC and any and all patents and copyrights (including renewal rights) shall belong to OAC. If any such developments are not covered under the works made for hire provision of the copyright laws of the United States, I hereby assign my rights to OAC. I further agree to execute any such documents necessary to vest full and exclusive title in such developments to OAC.
5. I have unrestricted rights to any know-how learned in the performance of work for OAC.
6. The provisions of this Agreement shall survive the termination of the related contract(s).

AGREED:

Signature of Individual

Printed Name

Date

Return signed agreement to: Contracts Office, Office of the Administrator for the Courts, P.O. Box 41170, Olympia, WA 98504 or by fax to 360-664-0616.